



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO: **AG-84N8-S-15-0072**

OFFERS ARE SOLICITED FOR: **DIXIE 2015 CULVERT CLEANING (DIXIE NATIONAL FOREST)**

This project is set aside 100% for Small Business

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1442 – SOLICITATION, OFFER AND AWARD (Complete, Date, and Sign)
2. Part I, Section B.1, SCHEDULE OF ITEMS
3. Part IV, Section K.1, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
4. Part IV, Section K.2, INFORMATION REGARDING RESPONSIBILITY MATTERS
5. Exhibit #2, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
6. Exhibit #3, AGAR 104A-REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION
7. Exhibit #4, SUBCONTRACTOR REPORTING FORM (if applicable)
8. TECHNICAL RESPONSE AS IDENTIFIED IN SECTION M.1.

Ensure the solicitation number is on the outside of your envelope and retain a copy of solicitation for your records.

Return to:

**USFS - Region 4 - Utah Acquisition Support Center
ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No: AG-84N8-S-15-0073**

Please keep a copy of your quote for your records.

AN AWARD WILL BE MADE FROM THIS SOLICITATION AS SOON AS THE EVALUATION OF OFFERS HAS BEEN COMPLETED WHICH WILL OCCUR SHORTLY AFTER THE CLOSING DATE OF THE SOLICITATION. IN ORDER TO BE CONSIDERED FOR ANY AWARD, IT IS **REQUIRED** THAT CONTRACTORS BE **REGISTERED, ACTIVE AND VALID** IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE AT THE TIME THAT AWARD WILL BE MADE. **IT IS RECOMMENDED THAT IF YOU ARE A CONTRACTOR THAT WILL BE RESPONDING TO THIS SOLICITATION AND NOT CURRENTLY REGISTERED, ACTIVE AND VALID IN THE SAM DATABASE, THAT YOU IMMEDIATELY BEGIN THE PROCESS.** CONTRACTORS MUST ALSO BE REGISTERED IN THE SAM DATABASE UNDER THE NAIC'S CODE THAT THIS SOLICITATION IS ISSUED UNDER. **REFERENCE FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT.**

THIS IS THE ONLY NOTICE THAT CONTRACTORS WILL GET INSTRUCTING THEM TO COMPLETE THE SAM REGISTRATION PROCESS IF THEY HAVE NOT ALREADY DONE SO. THE WEBSITE IS WWW.ACQUISITION.GOV.

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE R4 CONTRACTING WEBSITE UNDER "CONTRACTING OPPORTUNITIES".

([HTTP://WWW.FS.USDA.GOV/DETAIL/R4/WORKINGTOGETHER/CONTRACTING/?CID=STELPRDB5446983](http://WWW.FS.USDA.GOV/DETAIL/R4/WORKINGTOGETHER/CONTRACTING/?CID=STELPRDB5446983))

IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE FBO WEBSITE.

OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-84N8-S-15-0073	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED June 8, 2015	PAGE OF PAGES 2 of 44
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 749956	6. PROJECT NO.
7. ISSUED BY USDA FS – Utah Acquisition Support Center (UASC) 2222 West 2300 South Salt Lake City, UT 84119	8. ADDRESS OFFER TO USDA FS – Utah Acquisition Support Center (UASC) ATTN: Tamera Draper 2222 West 2300 South Salt Lake City, UT 84119	
9. FOR INFORMATION CALL: ➔	A. NAME Tamera Draper Robert Miller	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 801.975.3370 435.676.9356

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

*****Dixie 2015 Culvert Cleaning (Dixie National Forest)*****

In accordance with FAR 36.204, the estimated price range for this project is less than \$25,000.

This is a Small Business set-aside project

Quotes are due by June 23, 2015 at 1:00 p.m. (Mountain Time) Local Time. Proposal may be mailed or hand delivered to:

Utah Acquisition Support Center – ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119

Faxed or e-mail quotes will not be accepted.

An organized site visit is scheduled for: June 15, 2015. We will meet at the Escalante Interagency Federal Building located at 755 West Main, Escalante, Utah at 9:00 a.m. and then travel to the project site.

11. The Contractor shall begin performance within 10 calendar days and complete it within 20 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>15.</u>)	12B. CALENDAR DAYS Not Required for awards under \$30,000.00
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 **by June 23, 2015 at 1:00 p.m. local time.** If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required (in the amount of 20 percent of the bid price).
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY	CODE	84N8
		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

SECTION B - Supplies or Services and Prices/Costs Schedule of Items

Dixie 2015 Culvert Cleaning
Escalante Ranger District - Dixie National Forest
Garfield County, Utah

B.1 Schedule of Items:

Item Number	Description	Method of Measurement	Unit	Quantity	Price	Total
151	Mobilization	LS	Lump Sum	1	\$	\$
607.04	Cleaning Culverts in Place	AQ	Feet	260	\$	\$
622	Water Truck	AQ	HR	40.0	\$	\$
Total						\$

The offeror shall insert a quote in the Bid Schedule opposite each pay name listed in the Schedule. A quote is not to be tendered for any item not listed. All other items not listed are incidental to one of the items listed above.

B.2 Quote on all Items. Only quotes to the nearest cent will be accepted.

B.3 Set Aside. This solicitation is set-aside 100% for Small Business.

B.4 Offeror's Company Information:

Name of Company (Please Print): _____ DUN's Number: _____

Printed Name of Company Agent: _____ Phone Number: _____

Signature of Company Agent: _____ E-Mail Address: _____

Date: _____

B.5 Disclosure of the Magnitude of Construction Projects (FAR 36.204)

The Government Estimate for this Construction Project is less than \$25,000.

B.6 Pre-Bid Site Visit: A Pre-bid Site Visit is scheduled for this project. June 15, 2015. We will meet at the Escalante Interagency Federal Building located at 755 West Main, Escalante, Utah at 9:00 a.m. and then travel to the project site.

B.7 Start Date and Contract Time: Start date is estimated to be July 13, 2015 with all activities completed twenty (20) calendar days after issuance of Notice to Proceed.

B.8 Bonding: Bonding is not required for contracts under \$30,000.00.

B.9 Written Acceptance: Any contract resulting from this solicitation will require written acceptance within 10 days of receipt by the Contractor.

B.10 AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act,

2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the USDA Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

PART – THE SCHEDULE
SECTION C - Description/Specifications/Statement of Work

C.1 Description of Work: This contract is for cleaning of culverts in place on the Dixie National Forest on the Escalante Ranger District. The Forest Service will have all of the catch basins cleaned and the end of the culvert exposed.

C.2 Project Location: Culverts to be cleaned will be on Road #30153-Hell's Backbone in Garfield County.

C.3 Culvert Locations, Diameter and Length:

Mile Post	Diameter	Length
8.418	18"	40
8.689	18"	38
8.923	18"	34
10.407	18"	72
12.413	18"	26
12.49	18"	50
Total		260

C.4 Traffic Control and Construction Signing: "Construction Ahead" signs shall be placed on each end of work area to provide advanced warning to the public.

C.5 Start Date: Approximately July 13, 2015.

C.6 Contract Time: 20 Days from Notice to Proceed.

C.7 Submittals: None

C.8 Specifications: See FP-03, Section 607—CLEANING, RECONDITIONING, AND REPAIRING EXISTING DRAINAGE STRUCTURES; Construction Requirements 607.04 Cleaning Culverts in Place.

C.9 Site Information and Limitations

The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:

- (a) Utilities are not available at the site for construction purposes.
- (b) No fuel storage on site is permitted. Fuel trucks must be equipped with spill containment kits and portable berms that meet all state and federal regulations. A written spill containment plan must be submitted and approved prior to construction.
- (c) The Contractor shall provide temporary toilet facilities (porta-potty) at the site during all construction work. Toilet facilities shall be provided at a rate of one stool for every 10 workers assigned or working on site.
- (d) All construction equipment used on the site shall be pressure washed and inspected before entering National Forest System lands. The equipment must be:
 - a. Free of all mud, seeds, plants, plant fragments and debris from treads, tracks and undercarriage, with emphasis on axles, frame, cross-members, motor mounts, and underneath steps, running boards, and front bumper/brush guard assemblies (the purpose is to reduce or eliminate the transportation of noxious weeds),
 - b. Free of oil, fuel, or toxic leaks that would wash off into the water,
 - c. Notify the Contracting Officer 48 hours in advance of mobilizing equipment to the site to arrange an inspection and meet the requirements of FSSS 171.
- (e) The Contractor will be able to utilize the Forest Service Roads; however, the Contractor will be responsible for any damage to the roads due to construction activities. The contractor shall be responsible for obtaining

permission to use all other roads and staging areas.

- (f) **Recycling and Disposal of Refuse** – With the exception of materials specifically indicated or specified to be salvaged for reuse in construction, or turned over to the Government, all refuse, excess or waste materials resulting from construction operation shall become the property of the Contractor and shall be recycled and/or disposed of. All disposals shall be accordance with federal, state, and local laws and regulations. No disposal, viewing or sale of materials and/or equipment shall be allowed on Government property.

C.10 Safety: During the execution of this contract, the Contractor shall conform to the rules and regulations as set forth by OSHA Safety and Health Standards, 29 CFR Part 1926 - Safety and Health Regulations for Construction. Smoking will not be permitted in any building or structure.

C.11 Hazardous Material Identification: Submit Material Safety Data Sheets (MSDS) for any materials defined as hazardous under the most current revision of Federal Standard 313. Two copies of each MSDS shall be submitted to the Contracting Officer no later than the delivery date of the product.

C.12 452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section C.

(End of Clause)

C.13 452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

(End of Clause)

PART I – THE SCHEDULE
Section D - Packaging and Marking

(There are no clauses for this section)

PART I – THE SCHEDULE
Section E - Inspection and Acceptance

E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far> and the [Agriculture Acquisition Regulations: http://www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html).

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
52.246-1 Contractor Inspection Requirements. (APR 1984)

52.246-12 Inspection of Construction. (APR 1996)

E.2 Inspection and Acceptance: Periodic field inspections will be made by the Contracting Officer's Representative (COR) or the CO's designated Inspector. Work not completed to contract standards shall be rejected and reworked without additional compensation to the contractor.

PART I – THE SCHEDULE
Section F - Deliveries or Performance

F.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far> and the [Agriculture Acquisition Regulations: http://www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html).

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work. (APR 1984)

52.242-17 Government Delay of Work. (APR 1984)

F.2 52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 (five) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 20 (twenty) days from issuance of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.3 452.236-75 Maximum Workweek - Construction Schedule. (NOV 1996)

Within 2 (two) calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is to be negotiated between the Contracting Officer and the contractor.

(End of clause)

PART I – THE SCHEDULE

Section G - Contract Administration Data

G.1 Contracting Office: The Utah Acquisition Support Center of the United States Forest Service, Department of Agriculture is responsible for this solicitation, award and administration of the contract. All written correspondence shall reference the contract number and/or solicitation number. Communications shall be directed to:

Utah Acquisition Support Center
Tamera Draper, Contracting Officer
2222 West 2300 South, 2nd Floor
Salt Lake City, UT 84119
Phone: 801.975.3370
E-Mail: tdraper01@fs.fed.us

G.2 Contracting Officer's Representative: The awarded contract will have a Contracting Officer's Representative (COR) designated by appointment letter.

G.3 Subcontracts: Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer, including a signed SF-1413 and report the percentage of subcontracting performed on this project (See Exhibits #4 and #5).

G.4 Measurement: Units of measurement shall be as indicated in the Schedule of Items.

G.5 Government Furnished Property: Does not apply to this project.

G.6 Performance and payment Bonds: The estimated project magnitude for this project is less than \$25,000, therefore it is not anticipated that bonding will be required. Should an award exceed \$30,000, a modification will be completed adding all bonding language applicable.

G.7 Postaward Conference. (452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at a time and location to be determined.
(End of Clause)

G.8 Invoices

Submission of Invoices

1. Invoice Processing Platform (IPP)

The Contractor shall utilize the Invoice Processing Platform (IPP) for the electronic submission and tracking of purchase orders, invoices, and payment information. IPP is a secure Governmentwide, Web-based invoice processing service offered free of charge to Government Agencies and their suppliers.

A one-time enrollment in IPP will generate a series of emails that will be sent to the point of contact established in your SAM.gov account. The first email will be from "IPP User Administration" and will contain the IPP login ID and link to the IPP Website. A second email from "Treasure UPS User Administration" containing the password will be sent within 24 hours. Once both emails are received, the Contractor will login to the IPP application and complete the registration process. After login, you will be able to access IPP training information.

IPP System benefits include the ability to create invoices directly from a contract award and submit them electronically, as well as:

- Email notification when invoice(s) are paid
- Online payment history
- Email notification when you are awarded a new contract

The email notification of payment is sent when a payment is distributed to your bank account and will include all pertinent payment information. For additional information, please visit the www.ipp.gov website to learn more. The IPP Customer Support Desk is available to assist users Monday through Friday (excluding Federal holidays) from 8 a.m. to 6 p.m. ET, to answer questions related to accessing IPP or completing the registration process. Their toll-free number is 1-866-973.3131 or they can be reached at IPPCustomerSupport@fms.treas.gov.

2. Proper Invoice

When accessing the IPP system, Contractors will be required to provide information necessary for the creation of a proper invoice. A proper invoice shall contain, at a minimum, the following information:

- Name and address of the contractor
- Invoice date and invoice number
- Contract number or other authorization for supplies delivered or services performed
- Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed
- Shipping and payment terms
- Name and address of contractor office to whom payment is to be sent
- Name, title, phone number, and mailing address of person to notify in the event of a defective invoice
- Taxpayer Identification Number if required by agency
- Electronic funds transfer banking information (only if required by agency)

PART I – THE SCHEDULE

Section H - Special Contract Requirements

H.1 Key Personnel: The Contractor shall assign to this contract the following key personnel: **Project Manager/Superintendent**

In addition, the key personnel specified in the Offeror's Technical Proposal are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

H.2 Order of Precedence - Construction

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) Bid Schedule
- (2) Representations and other instructions
- (3) Contract Clauses
- (4) Other documents, exhibits, and attachments
- (5) Forest Service Supplemental Specifications (FSSS)
- (6) Standard Specifications (FP-03)
- (7) (a) Plans, figured dimensions over scaled dimensions
(b) Plans, large scale contract plans over small scale contract plans
(c) Schedules on contract plans over any conflicting notations on contract plans
- (8) Shop Drawings

H.3 Wage Determination

The wage determination applicable to any contract resulting from this solicitation is determined by the county/state that the project is located in. See Section J, Exhibit 1, Wage Determination: UT150077 01/02/2015 UT77

H.4 Fire Precautions: This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

I. RESPONSIBILITIES

A. Contractor

Fire Suppression

1. It is understood and agreed that the Contractor will do all in his power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.
2. Is responsible for and will direct all fire activities on the project until relieved by a Forest Officer and will insure that prevention and suppression action are in accordance with contract requirements, including this fire plan. He will delegate the next higher in authority on the job to be responsible for the above activities when he is not on the project.
3. In line with this agreement, men will be supplied from the Contractor's crew to fight fires on the project area up to the total number of men employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the Contract project area except in emergencies and will call out all needed available help to control fires in the general area.
4. The Contractor insures that this Fire Plan will be complied with by him and his employees for the duration of the contract.

B. Forest Service District Ranger

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

II. CONTRACTOR'S RESPONSIBILITY WHEN A FIRE OCCURS WITHIN THE CONTRACT PROJECT AREA

- A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.
- B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken.
- C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

III. CONTRACTOR FURNISHED MANPOWER, TOOLS, AND EQUIPMENT REQUIRED ON ALL CONTRACTS (PROJECTS) DURING FIRE SEASON

- A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

Fire Prevention

Smoking. Will be prohibited in the woods during the fire season, May 10 through October 20, except in areas agreed upon by the Contractor and Contracting Officer's Representative. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger. Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger sparks arrester shall be U.S. Forest Service approved, and will be cleaned daily. A size "0" or larger round-pointed shovel with a minimum of a 38-1/2" handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding. Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters. All internal combustion power equipment used by the Contractor on the project shall be Equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule:

- (a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charger;
- (b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);
- (c) Water pumping equipment used in firefighting.

Spark arresters must comply with all State and Federal fire requirements.

Lunch and Warming Fires. Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contain stipulations regulating use of such fires.

Hand Tools. The Contractor shall furnish one size "0" shovel (38-1/2" handle minimum) or larger, one axe, or pulaski with 26" handle or larger, and one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "0" shovel and one backpump pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38-1/2" handle minimum) and one 8-ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10 feet of the operating chainsaw/power auger.

Storage and Parking Areas. Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the Contracting Officer's Representative in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least fifteen feet from such engine.

Fire Tool Box. A red fire tool box will be required to be on each work site while work is being performed. This fire tool box will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each tool box shall be marked, "Tools for Fire Only." The COR will inspect the fire tool box and then seal the box.

Kind of Tool	No. of People Working in Area			
	<u>1-4</u>	<u>5-9</u>	<u>10-15</u>	<u>16-20</u>
Axe, d.b chopping, 32-inch min. handle	1	1	2	3
Shovels, L.H. R.P., No. 0 or larger	1	3	6	7
Pulaski, 32-inch min. handle	2	3	7	10
File, 10-inch mill bastard	1	1	1	2
Pumps, backpack cans, 5-gal filled with water	1	2	2	3

H.5 Other Contracts. (52.236-8) (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

H.6 Emergency Response. (452.236-77) (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of

employees and equipment will be made under the CHANGES clause, FAR 52.243-4.
(End of clause)

H.7 Landscape Preservation

(a) Confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Unless otherwise agreed to by the CO, retrieve material which falls outside of these limits and either incorporate the material in the work or dispose of the material as directed by the CO.

(b) Schedule and conduct operations to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.). Install silt fencing around areas immediately next to streams and ponds to mitigate suspended sediments when designated on the drawings.

Do not discharge pollutants such as raw sewage, and other harmful materials into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Do not allow wash water or waste water from concrete or aggregate operations to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Collect and return waste motor oils, fuels, lubricants, bitumens and similar hydrocarbons to the supplier. Comply with the requirements of 40 CFR 279, Standards for the Management of Used Oil. Do not discharge hydrocarbon products on the ground, use them for road oiling, or bury them in a landfill.

Do not operate mechanized equipment in live streams without written approval of the Contracting Officer.

(c) CREEK CROSSINGS: Schedule and conduct bridge and instream work to minimize disturbance to streams.

H.8 Storage of Fuel and Other Toxicants within Riparian Conservation Areas (RCA – Within 300 Feet of Live Stream)

Storage of fuel and other toxicants within Riparian Conservation Areas (RCA – within 300 feet of live streams) is prohibited. Refueling of equipment may be done within the RCA only at locations approved by the CO.

Centrifugal pumps used for removing water from structure excavation shall sit in a secondary spill container with sufficient capacity to contain the quantity of fuel in the pump fuel tank. A Spill Prevention & Containment Plan is required and shall be submitted to the CO for approval prior to beginning construction. A sample plan form is available and can be obtained at the Pre-Work Meeting. A spill containment kit shall be available on site that is to accommodate potential spills from the equipment used during construction.

H.9 Pumps

Locate water drafting sites at a location approved by the CO.

PART II – CONTRACT CLAUSES

Section I - Contract Clauses

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far> and the [Agriculture Acquisition Regulations: http://www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html).

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

1.2 FAR Provisions and Clauses by Reference

52.202-1	Definitions. (NOV 2013)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.204-7	System for Award Management. (JUL 2013)
52.204-13	System for Award Management Maintenance. (JUL 2013)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)
52.211-18	Variation in Estimated Quantity. (APR 1984)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.219-6	Notice of Total Small Business Set-Aside. (NOV 2011)
52.222-1	Notice to the Government of Labor Disputes. (FEB 1997)
52.222-3	Convict Labor. (JUN 2003)
52.222-6	Construction Wage Rate Requirements. (MAY 2014)
52.222-7	Withholding of Funds. (MAY 2014)
52.222-8	Payrolls and Basic Records. (MAY 2014)
52.222-9	Apprentices and Trainees. (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements. (FEB 1988)
52.222-11	Subcontracts (Labor Standards). (MAY 2014)
52.222-12	Contract Termination - Debarment. (MAY 2014)
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
52.222-14	Disputes Concerning Labor Standards. (FEB 1988)
52.222-15	Certification of Eligibility. (MAY 2014)
52.222-21	Prohibition of segregated facilities. (APR 2015)
52.222-26	Equal Opportunity. (APR 2015)
52.222-27	Affirmative Action Compliance Requirements for Construction. (APR 2015)
52.222-36	Equal Opportunity for Workers with Disabilities. (JUL 2014)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
52.232-5	Payments Under Fixed-Price Construction Contracts. (MAY 2014)
52.232-18	Availability of Funds. (APR 1984)
52.232-23	Assignment of Claims. (MAY 2014)
52.232-27	Prompt payment for construction contracts. (MAY 2014)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
52.233-1	Disputes. (MAY 2014)
52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)

52.236-2	Differing Site Conditions. (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work. (APR 1984)
52.236-5	Material and Workmanship. (APR 1984)
52.236-6	Superintendence by the Contractor. (APR 1984)
52.236-7	Permits and Responsibilities. (NOV 1991)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
52.236-10	Operations and Storage Areas. (APR 1984)
52.236-11	Use and Possession Prior to Completion. (APR 1984)
52.236-12	Cleaning Up. (APR 1984)
52.236-13	Accident Prevention. (NOV 1991)
52.236-15	Schedules for Construction Contracts. (APR 1984)
52.236-17	Layout of Work. (APR 1984)
52.236-21	Specifications and Drawings for Construction. (FEB 1997)
52.243-5	Changes and Changed Conditions. (APR 1984)
52.245-1	Government Property. (APR 2012)
52.246-21	Warranty of Construction. (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
52.249-10	Default (Fixed-Price Construction). (APR 1984)

1.3 AGAR Provisions and Clauses by Reference

452.236-70	Additive or Deductive Items. (FEB 1988)
452.236-73	Archaeological or Historic Sites. (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution. (NOV 1996)
452.236-76	Samples and Certificates. (FEB 1988)

1.4 Provisions and Clauses in Full Text

52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.
(End of provision)

52.222-55 Minimum Wages Under Executive Order 13658. (DEC 2014)

(a) *Definitions.* As used in this clause-

"United States" means the 50 states and the District of Columbia.

"Worker"-

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to-

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
(End of clause)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless-

(1) The product cannot be acquired-

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than-

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(End of clause)

52.225-9 Buy American - Construction Materials. (MAY 2014)

(a) *Definitions*. As used in this clause-

Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means-

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

	Construction Material Description	Unit of Quantity	Price Measure (dollars)*
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.
(End of clause)

52.236-8 Other Contracts. (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-26 Preconstruction Conference. (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.244-6 Subcontracts for Commercial Items. (APR 2015)

(a) *Definitions.* As used in this clause-

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (DEC 2014).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

452.236-77 Emergency Response. (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4. (End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
Section J - List of Documents, Exhibits, and Other Attachments

J.1 Exhibits, and Other Attachments

Exhibit1	Wage Determination UT150077 01/02/2015 UT77	3 pages
Exhibit 2	Experience and Equipment Form	2 pages
Exhibit 3	AGAR 104A – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction	1 page
Exhibit 4	Subcontractor Reporting Form	1 page

Exhibit 1 - Wage Determination

General Decision Number: UT150077 01/02/2015 UT77
Superseded General Decision Number: UT20140077
State: Utah
Construction Type: Highway
County: Garfield County in Utah.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/02/2015

ENGI0003-059 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(3) Backhoe Loader		
Combination.....	\$ 25.37	15.65
(4) Asphalt Laydown Machine, Oil Distributor....	\$ 24.37	15.65
Crane (Under 35 tons)-3...	\$ 25.70	15.65
Crane (35 to 100 tons)-2...	\$ 26.99	15.65
Crane (Over 100 tons)-1....	\$ 28.33	15.65

IRON0027-003 07/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL		
(Excluding Fence Erection and		
Guard Rail Installation).....	\$ 26.18	17.45

IRON0847-001 08/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.61	11.60

* LABO0295-033 07/01/2014

	Rates	Fringes
LABORER		
(4)Asphalt Shoveler.....	\$ 21.11	8.65

SUUT2008-061 09/10/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.51	2.84
CEMENT MASON/CONCRETE FINISHER...	\$ 17.36	2.04
INSTALLER - GUARDRAIL.....	\$ 13.11	0.00
LABORER: Asphalt Raker.....	\$ 12.18	2.60
LABORER: Common or General.....	\$ 12.18	1.62
LABORER: Flagger.....	\$ 8.77	2.53
LABORER: Landscape.....	\$ 14.45	2.79
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00	0.36
LABORER: Pipelayer.....	\$ 15.52	2.79
LABORER: Fence Erector.....	\$ 15.27	2.79
LABORER: Power Tool Operator:		
(Chain/Concrete Saw, Dirt Compactor (Hand Held),		
Hand Held Drill, Jackhammer/Tamper		
and Vibrator Only).....	\$ 14.47	3.01
OPERATOR: Asphalt Paver.....	\$ 20.59	6.67
OPERATOR: Asphalt Roller.....	\$ 15.82	4.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 18.94	5.47
OPERATOR: Broom/Sweeper.....	\$ 15.88	5.65
OPERATOR: Bulldozer.....	\$ 21.78	7.04
OPERATOR: Crusher.....	\$ 24.64	4.76
OPERATOR: Grade Setter.....	\$ 20.21	7.08

OPERATOR: Grader/Blade.....	\$ 19.42	5.95
OPERATOR: Loader (Front End)....	\$ 20.63	6.92
OPERATOR: Mechanic.....	\$ 19.10	5.71
OPERATOR: Oiler.....	\$ 20.74	5.89
OPERATOR: Roller (Dirt and Grade Compaction).....	\$ 16.39	6.12
OPERATOR: Rotomill.....	\$ 24.25	6.00
OPERATOR: Scraper.....	\$ 21.51	5.57
OPERATOR: Screed.....	\$ 15.88	4.04
PAINTER, Including Parking Lot and Highway Line Striping...	\$ 14.05	1.62
SIGN Installer (Permanent and Temporary Road Signs).....	\$ 15.40	2.79
Traffic Control: Sets Cones and Barrels.....	\$ 17.14	2.79
TRUCK DRIVER.....	\$ 14.69	0.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



Exhibit #2 – EXPERIENCE & EQUIPMENT QUESTIONNAIRE

USDA Forest Service <p align="center"><u>EXPERIENCE QUESTIONNAIRE</u></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X: in appropriate boxes.		1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address)		3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	
4. How many years do you or your firm have in the line of work contemplated by this solicitation?			
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?			

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

- 8a. Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No
8b. Has work ever been completed by performance bond? ☐ Yes ☐ No
8c. Did you look at the project site(s) on-the-ground? ☐ Yes ☐ No
8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:
- a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____
 - b. Are employees regularly on your payroll: [] Yes [] No
 - c. Specify equipment available for this contract: _____

 - d. Estimate rate of progress below (such as 2.0 acres/man/day):
(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business: (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers *(Attach sheets if extra space is needed to fully answer any above question.):*

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

CERTIFICATION

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE *(Sign in ink)*

13. DATE

Exhibit #3 – AGAR 104A – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction

**Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction
(AGAR 452.209-70) (Deviation 2012-01) (FEB 2012) Alternate I (FEB 2012)**

(Contractor is required to fill out this form and return with any quote submitted for this solicitation)

(a) Awards made under this solicitation are subject to the provisions contained in sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all Offerors must complete paragraph (1) of this representation, and all corporate Offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is ☐, is not ☐ (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has ☐, has not ☐ (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has ☐, has not ☐ (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does ☐, does not ☐ (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

Exhibit #4 – Subcontractor Reporting Form

STATEMENT AND ACKNOWLEDGMENT					OMB No.: 9000-0014 Expires: 01/31/2008	
<small>Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.</small>						
PART I - STATEMENT OF PRIME CONTRACTOR						
1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER		
4. PRIME CONTRACTOR				5. SUBCONTRACTOR		
a. NAME				a. NAME		
b. STREET ADDRESS				b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY		d. STATE
e. ZIP CODE						
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."						
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:						
a. NAME OF AWARDING FIRM						
b. DESCRIPTION OF WORK BY SUBCONTRACTOR						
8. PROJECT				9. LOCATION		
10a. NAME OF PERSON SIGNING			11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING						
PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR						
13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:						
Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)			Davis-Bacon Act			
Payrolls and Basic Records			Apprentices and Trainees			
Withholding of Funds			Compliance with Copeland Act Requirements			
Disputes Concerning Labor Standards			Subcontracts (Labor Standards)			
Compliance with Davis-Bacon and Related Act Regulations			Contract Termination - Debarment			
			Certification of Eligibility			
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY						
A <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			C <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
B <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			D <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
15a. NAME OF PERSON SIGNING			16. BY (Signature)		17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING						

PART IV – REPRESENTATIONS AND INSTRUCTIONS AND OTHER ATTACHMENTS
K - Representations, Certifications, and Other Statements of Offerors or Respondents

K.1 Annual Representations and Certifications. (52.204-8) (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237310**.

(2) The small business size standard is **\$36.5**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (d) applies.

[] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

X (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No. ☐

Title ☐

Date ☐

Change ☐

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.2 Information Regarding Responsibility Matters. (52.209-7) (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective

plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.3 Post-Award Small Business Program Rerepresentation. (52.219-28) (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code 237310 assigned to contract number XXXXXXXXXXXXX. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

K.4 52.223-1 Biobased Product Certification. (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

K.5 Size Standard and NAICS Code Information. (452.219-70) (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All Line Items

- NAICS Code: 237310
- Size Standard: \$36.5

(End of provision)

PART IV – REPRESENTATIONS AND INSTRUCTIONS AND OTHER ATTACHMENTS
L - Instructions, Conditions, and Notices to Offerors or Respondents

L.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far> and the [Agriculture Acquisition Regulations: http://www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html).

(End of provision)

FEDERAL ACQUISITION REGULATION 48 CFR CHAPTER 1)
52.204-6 Data Universal Numbering System Number. (JUL 2013)
52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

L.2 Facsimile Proposals. (OCT 1997) (52.215-5)

Facsimile or e-mail proposals will not be accepted. Offers may be mail or hand delivered to:

USDA-FS Utah Acquisition Support Center (UASC)
ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119

L.3 Type of Contract. (52.216-1) (APR 1984)

The Government contemplates award of a Fixed Price Construction contract resulting from this solicitation.

(End of provision)

L.4 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (52.222-23) (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: 5.1%

Goals for Female Participation for Each Trade: 6.9%

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours

performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Lakeside Parking Lot Drainage, Sevier County, Nearest City: Loa, State of Utah (Fishlake National Forest - Fremont River Range District).
(End of provision)

L.5 Service of Protest. (52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USDA-FS Utah Acquisition Support Center (UASC)

ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

L.6 Inquiries. (452.204-70) (FEB 1988) Alternate I (Feb 1995).

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

Contracting Officer: Tamera Draper
Phone: 801.975.3370

(End of provision)

L.7 Offer Submittal Instructions

Proposers shall submit one (one) original set of their technical response. Responses shall include the following minimum documents:

One (1) Original Set containing the following:

1. SF-1442 – SOLICITATION, OFFER AND AWARD (Complete, Date, and Sign)
2. Part I, Section B.1, SCHEDULE OF ITEMS
3. Part IV, Section K.1, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
4. Part IV, Section K.2, INFORMATION REGARDING RESPONSIBILITY MATTERS
5. Exhibit #2, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
6. Exhibit #3, AGAR 104A-REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION
7. Exhibit #4, SUBCONTRACTOR REPORTING FORM (if applicable)
8. TECHNICAL RESPONSE AS IDENTIFIED IN SECTION M.1.

L.8 Offer Preparation Instructions

Technical Proposal Instructions. The proposal/quote will be evaluated in accordance with the evaluation criteria listed in Section M. *To assist in the evaluation of proposals, an offeror shall submit the following information:*

Technical Capability Narrative

- Description of technical capability offered
- Technical approach summarizing contractor's strategy to accomplish the work
- Equipment to be used on this type of project and the contractor's equipment availability to dedicate to projects
- Experience of key personnel/subcontractors performing similar projects as demonstrated through resumes
- List of Subcontractors, if applicable, and the type of work they will be performing
- Safety plan to be used on this project

Past Performance List and References

To assist in the evaluation, submit a Past Performance List of at least three (3) recent (within the past three (3) years) or current projects similar to this project including references and contact information.

Cost or Pricing Instructions. Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of Items in Section B.

M - Evaluation Factors for Award

M.1 AWARD DETERMINATION

Award(s) will be made to the most highly ranked offeror (1) whose total proposal is technically acceptable and consistent with Section C, and whose technical/cost relationship presents the BEST VALUE and is the most advantageous to the Government.

The following factors, in descending order of importance, will be rated using the evaluation criteria listed below:

1. Technical Capability and Approach
2. Past Performance
3. Safety

1. Technical Capability and Approach: This factor evaluates the offeror's technical capability offered and the technical approach proposed to accomplish the work. In evaluating the offeror's technical capability, the Government will consider the experience of the entity, the key personnel, and any subcontractors proposed. In evaluating the technical approach, the Government will consider the offeror's proposed strategy and the equipment to be used to determine the likeliness of success in performing the required effort. As part of the offeror's proposed strategy, the Government will consider strategies for work accomplishment, timelines, tables or Gantt charts that indicate proposed project progression. In the quality control plan, the Government will evaluate for assurance that quality requirements and specifications are met, that offeror has provided for personnel to monitor onsite quality control and their responsibilities; identification of any planned subcontractors along with project work they will be completing. In evaluating culvert cleaning to be completed, the Government will evaluate for methods of how the work will be completed.
2. Past Performance: There are two aspects to the Government's evaluation of past performance. The first is to evaluate the offeror's past performance to determine how relevant and recent the effort accomplished by the offeror is to the effort to be acquired through this procurement. The second aspect of the past performance evaluation is to determine how well the offeror has performed on the contracts by reviewing the past performance narrative and by gathering information from current and previous customers of the offeror.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included in the provided narrative or references. Additionally, personal experience and evaluator knowledge of the offeror's performance may be utilized.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement with respect to both a similar effort, and the length and scope, number, and complexity. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort, will be given additional weight in the evaluation process.

NOTE: In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Offerors that have relevant past performance and plan to supply references, please provide the following: Contractor's name, phone number and relevant work required in this solicitation.

3. Safety: This factor considers the offeror's safety record, including reportable incidents/injuries; safety plan with annotations of project specific modifications/revisions; and preliminary traffic control plan to determine the likelihood of the offeror performing the required effort without any accidents or safety incidents.

All evaluation factors other than cost or price, when combined, are approximately equal to cost and price.

Evaluation of Price Proposals: No weight will be applied to price. As the difference between technical scoring decreases, price will increase in relative importance.

Technical Evaluation:

The Technical Evaluation Board (TEB) will evaluate each proposal strictly on its content and will not assume that performance will include anything not specified in the proposal.